



WASHOE COUNTY

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CM/ACM _____
 Finance
 DA
 Risk Mgt.
 HR FYI
 Grants

STAFF REPORT
BOARD MEETING DATE: August 9, 2016

DATE: July 20, 2016
TO: Board of County Commissioners
FROM: Amber Howell, Social Services Department Director
AHowell@washoecounty.us 775-328-2009
THROUGH: Kevin Schiller, Assistant County Manager
KSchiller@washoecounty.us 775-328-2017

SUBJECT: Recommendation to approve (retroactive to July 1, 2016) Grant Program Contracts FY 2016-2017 for grants in the following amounts: Access to Healthcare Network [\$31,500]; Incline Village Community Hospital Foundation [\$27,000], authorize the County Manager or his designee to sign the contracts, and approve Resolutions necessary for same. (All Commission Districts.)

SUMMARY

Washoe County provides grants to address special community needs. As with all grants provided by Washoe County these funds can only be provided to a private organization, not for profit, or to a governmental entity, for charitable or educational purposes, and must provide a substantial benefit to the inhabitants of the County.

These grants include the following: Access to Healthcare Network \$31,500; and Incline Village Community Hospital Foundation \$27,000. Both awards will be provided through a grant agreement.

Board of County Commission Strategic Objectives and Outcomes supported by this item:

- Safe, Secure and Healthy Communities

PREVIOUS ACTION

In previous years grant awards to Access to Health Care Network and to Incline Village Community Hospital Foundation were approved and supported under the Washoe County Special Purpose grants to address special community needs.

AGENDA ITEM # 5.E.

Funding Source: Washoe County Social Services- Indigent Funds

Pass Through Entity: None

CFDA Number: N/A

Grant ID Number: N/A

Match Amount and Type: N/A

Sub-Awards and Contracts: Grant award to Access to Healthcare Network for [\$31,500]. Grant award to Incline Village Community Hospital Foundation for [27,000].

FISCAL IMPACT

These funds have been included in the Social Services Department FY2016-2017 approved budget in the Social Services Department FY 2016-2017 approved budget in C210100 – 710400.

RECOMMENDATION

It is recommended that the Board of County approve (retroactive to July 1, 2016) Washoe County, Nevada Grant Program Contracts FY 2016-2017 for grants in the following amounts: Access to Healthcare Network [\$31,500]; Incline Village Community Hospital Foundation [\$27,000] and approve Resolutions necessary for same.

POSSIBLE MOTION

Should the Board accept staff's recommendation a possible motion would be: move to "approve (retroactive to July 1, 2015) Washoe County, Nevada Grant Program Contracts FY 2016-2017 for grants in the following amounts: Access to Healthcare Network [\$31,500]; Incline Village Community Hospital Foundation [\$27,000], and approve Resolutions necessary for same."

RESOLUTION – Authorizing the Grant of Public Money to a Nonprofit
Organization Created for Religious, Charitable or Educational
Purposes

WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that \$31,500 in funding is needed to assist in providing support for the operation of Access to Healthcare Network, a comprehensive network of hospitals and primary, specialty and ancillary health care professionals offering their services to the working uninsured at a reduced fee; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Access to Healthcare Network, a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2016-2017 in the amount of \$31,500.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing uninsured resident's access to professional health care at a reduced rate while providing timely and cost-effective compensation for physicians and hospitals enrolled in the Network.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are as set forth in the Grant Program Contract, which is attached hereto and incorporated herein by reference.

Adopted this 9th Day of August 2016

Kitty K. Jung, Chair
Washoe County Commission

ATTEST:

County Clerk

RESOLUTION – Authorizing the Grant of Public Money to a Nonprofit
Organization Created for Religious, Charitable or Educational
Purposes

WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that \$27,000 in funding is needed to address the basic health care needs of the uninsured and underinsured of Incline Village; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Incline Village Community Hospital Foundation, a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2016-2017 in the amount of \$27,000.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing basic health care to low income, uninsured, and underinsured clients living in the Incline Village area.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are as set forth in the Grant Program Contract, which Contract is attached hereto and incorporated herein by reference.

Adopted this 8th Day of August 2016

Kitty K. Jung, Chair
Washoe County Commission

ATTEST:

County Clerk

Exhibit A

INCLINE VILLAGE COMMUNITY HOSPITAL FOUNDATION NONPROFIT AGENCY

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY'S RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665.

INDEMNIFICATION AGREEMENT

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

GENERAL REQUIREMENTS

ORGANIZATION shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by ORGANIZATION. ORGANIZATION may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-. VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

ORGANIZATION shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

ORGANIZATION shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof;
 - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of ORGANIZATION if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - c. Terminate the Agreement.

GRANT PROGRAM CONTRACT

THIS CONTRACT, entered into as of the 1st day of July 2016 by and between **Washoe County**, a political subdivision of the State of Nevada, existing under and by virtue of the laws of the State of Nevada (hereinafter referred to as the "County"), and **Incline Village Community Hospital Foundation** a nonprofit corporation having a business address located at 880 Alder Avenue, Incline Village, NV 89451 (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, the County has funds, including in some cases being the recipient of Grant Funds, that will provide for the delivery of community needs in the Truckee Meadows; and

WHEREAS, as the recipient of Grant Funds pursuant to a Grant, or in making other funds available, County is undertaking certain activities, programs, and services as outlined in this contract; and

WHEREAS, the Grantee's legal status is as a recognized IRC 501(c) (3) nonprofit corporation, the Grantee is in good standing in its state of formation, and the Grantee agrees to provide the County with a certificate of good standing as a condition concurrent to this Contract, or, Grantee is a government agency; and

WHEREAS, in consideration of receipt of this funding, the Grantee agrees to abide by the terms and conditions of this Contract.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITION OF TERMS

- a. **The County Staff:** The County Staff consists of those persons working for Washoe County who are designated to administer the grant as identified below.
- b. **Program Measurable Outcomes:** The program measurable outcomes that are mutually agreed to by the County and the Grantee as outlined within the Contract to be met by the end of the Contract period.
- c. **Project Supervisor:** The project supervisor is the individual from the Grantee who will be responsible for the administration of the program and communications with the County Staff.

Tracking Mechanism

Clinic will track the number of patients provided care.

Measurable Outcome

2. Through the provision of primary care access expanded primary care access and effective collaboration with community programs and services such as Access to Healthcare Network, Women's Health Connection and WIC, the Incline Village Health Clinic will serve 200 adult patients, of whom 50% will receive or follow up with recommended preventative health screening.

Tracking Mechanism

Clinic will track the percentage of clinic patients that follow-up with preventative health services as measured by female exams, mammogram or vaccine compliance.

4. PROCEDURAL REQUIREMENTS

- a. The County Staff will monitor the performance of the Grantee against each of the program measurable outcomes listed herein.
- b. Substandard performance as determined by County Staff will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the County Staff, Contract suspension or termination procedures will be initiated.
- c. Program outcomes may be administratively modified by County staff if the Grantee provides sufficient justification in writing three (3) months prior to the close of the Fiscal Year 2016-2017.

5. TERM

This Contract is in effect retroactive to July 1, 2016 and from that date through - June 30, 2017. All of the services required hereunder shall be completed by June 30, 2017.

6. COMPENSATION

With compliance to the requirements in this Contract, the Grantee shall be paid the dollar amounts outlined in the following budget requirements:

An annual audit covering the grant year(s) in this Contract must be submitted to the County within 90 days of the end of the grant year.

NOTE: Audits must be completed by a certified public accountant and comply with all applicable standard accounting practices.

- b. **Required Project Record Keeping and Bookkeeping.** The Grantee agrees to provide for bookkeeping and record-keeping on a program basis using approved bookkeeping and record-keeping systems and to retain program records for four years from the time of termination of this Contract. The bookkeeping and program records shall be open and available for inspection and audit at any time by the County Staff.
- c. **Personal Property.** All personal property purchased by the Grantee, with written prior approval of the County and with funds obtained pursuant to the Contract, shall be the property of the County unless otherwise provided in writing by the County.
- d. **Budget Changes.** The Grantee shall only make changes in the approved and executed budget with approval of County.
- e. **Purchase of Equipment and Supplies.** In the event Contractor uses the funds granted by this Contract to acquire or purchase equipment, supplies or services, Contractor shall abide by the following: where the estimated cost is between \$25,000 and \$50,000, Contractor must request bids from two or more persons capable of performing the contract, if available. If the estimated cost exceeds \$50,000, Contractor shall advertise for bids. No lead-based paint is to be purchased or used on any project.
- f. **Lobbying.** The Grantee agrees that no funds received under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state or local government.
- g. **Program Income.** Grantee agencies who derive income from their loan activities as a result of service provided through the usage of grant funds must identify to the County Staff, upon request, the amount of this income on a timely basis. The income will be used to reduce the amount requested from the Grantee for disbursement.
- h. **Disposition of Program Income.** At the end of the program year, County may require remittance of all or part of any unspent and uncommitted program income balances (including investments thereof) held by the Grantee.
- i. **Insurance Requirements.** The County has established specific insurance and indemnification requirements for agreements/ contracts with non-profit agencies to assure that reasonable insurance coverage is maintained. These requirements are contained in

- (7) Failure of the County or the Grantee to secure or obtain other funding from sources which are needed in combination with the grant funds provided by the County to completely carry out the programs provided in this Contract;
- (8) If Grantee receives funds from other sources prior to or during the program year to cover costs under this Contract, the County Staff reserves the right to reduce the Contract amount;
- (9) Failure of the Grantee to pay debts owed to the County or other debts when due;
or
- (10) Failure of the County to appropriate or budget money for the purposes specified in this contract.

n. **Personnel.**

- (1) The Grantee represents that it has hired or will hire all personnel required in performing the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the County.
- (2) All of the services required hereunder will be performed by the Grantee, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.

o. **Compliance with Laws.** The Grantee agrees to follow all federal, state and local laws pertaining to the operation of said agency, including without limitation, all applicable sanitation, health, and safety standards. Further, Grantee shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances that are applicable medical and patient records.

p. **Funding.** Funding under this grant is to be used only for eligible and approved activities.

q. **Integration.** This Contract, including the Recitals, and Exhibit A constitute the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.

r. **Amendment; Waiver.** This Contract shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. No additional grants, monetary increase amendments, or time extension amendments, will be approved unless all financial and performance reports are current. No waiver of any other provisions of this Contract shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver

11. AUTHORITY TO ENTER INTO CONTRACT.

The undersigned person signing as an officer on behalf of the Grantee, a party to this Contract, hereby warrants and represents that said person has actual authority to enter into this Contract on behalf of said Grantee and to bind the same to this Contract, and, further, that said Grantee has actual authority to enter into this Contract and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date entered into on the first page hereof.

INCLINE VILLAGE COMMUNITY HOSPITAL FOUNDATION

By: _____
Director of Foundation Community Engagement

Date _____

WASHOE COUNTY

Amber Howell
Director, Washoe County Department of Social Services

Date _____

ATTEST:

Date _____

Washoe County Clerk

Exhibit A

ACCESS TO HEALTHCARE NETWORK NONPROFIT AGENCY

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY'S RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665.

INDEMNIFICATION AGREEMENT

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

GENERAL REQUIREMENTS

ORGANIZATION shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by ORGANIZATION. ORGANIZATION may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

ORGANIZATION shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

ORGANIZATION shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof;
 - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of ORGANIZATION if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - c. Terminate the Agreement.

GRANT PROGRAM CONTRACT

THIS CONTRACT, entered into as of the 1st day of July 2016 by and between **Washoe County**, a political subdivision of the State of Nevada, existing under and by virtue of the laws of the State of Nevada (hereinafter referred to as the "County"), and **Access to Healthcare Network**, a Nevada nonprofit corporation having a business address located at 4001 South Virginia Street, Suite F, Reno, NV 89502 (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, the County has funds, including in some cases being the recipient of Grant Funds, that will provide for the delivery of community needs in the Truckee Meadows; and

WHEREAS, as the recipient of Grant Funds pursuant to a Grant, or in making other funds available, County is undertaking certain activities, programs, and services as outlined in this contract; and

WHEREAS, the Grantee's legal status is as a recognized IRC 501(c) 3 nonprofit corporation, the Grantee is in good standing in its state of formation, and the Grantee agrees to provide the County with a certificate of good standing as a condition concurrent to this Contract, or, Grantee is a government agency; and

WHEREAS, in consideration of receipt of this funding, the Grantee agrees to abide by the terms and conditions of this Contract.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITION OF TERMS

- a. **The County Staff:** The County Staff consists of those persons working for Washoe County who are designated to administer the grant as identified below.
- b. **Program Measurable Outcomes:** The program measurable outcomes that are mutually agreed to by the County and the Grantee as outlined within the Contract to be met by the end of the Contract period.
- c. **Project Supervisor:** The project supervisor is the individual from the Grantee who will be responsible for the administration of the program and communications with the County Staff.

4. **PROCEDURAL REQUIREMENTS**

- a. The County Staff will monitor the performance of the Grantee against each of the program measurable outcomes listed herein.
- b. Substandard performance as determined by County Staff will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the County Staff, Contract suspension or termination procedures will be initiated.
- c. Program outcomes may be administratively modified by County staff if the Grantee provides sufficient justification in writing three (3) months prior to the close of the Fiscal Year 2016-2017.

5. **TERM**

This Contract is in effect retroactive to July 1, 2016 and from that date through - June 30, 2017. All of the services required hereunder shall be completed by June 30, 2017.

6. **COMPENSATION**

With compliance to the requirements in this Contract, the Grantee shall be paid the dollar amounts outlined in the following budget requirements:

PROGRAM: Access to Health Care Network

Salary	<u>\$31,500</u>
TOTAL COST AMOUNT:	\$31,500

Form of financial backup Grantee will provide: Copies of paid invoices, receipts and/or agency records of disbursements. Grantee will submit quarterly invoices to County. Each invoice will detail the work performed and the amount charged for that work pursuant to the Contract. County will review the request for payment and determine whether all of the required information is provided. Any deficiencies will be brought to Grantee's attention for correction.

Records of the Grantee's direct personnel and reimbursable expenses pertaining to the grant shall be kept in accordance with generally accepted accounting principles. County, or its authorized representatives, shall have the right to access these records, and any other directly related and pertinent books, documents, papers or other records. County shall also have the right to audit, and to make excerpts and transcripts from such books, documents, papers, or records. Such right of access and copying shall be granted upon 3 days prior written notice by County and shall survive the termination of this Contract for up to 3 years after final payment hereunder.

contract, if available. If the estimated cost exceeds \$50,000, Contract shall advertise for bids. No lead-based paint is to be purchased or used on any project.

- f. **Lobbying.** The Grantee agrees that no funds received under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state or local government.
- g. **Program Income.** Grantee agencies who derive income from their activities as a result of service provided through the usage of grant funds must identify to the County Staff, the amount of this income on a timely basis. The income will be used to reduce the amount requested from the Grantee for disbursement.
- h. **Disposition of Program Income.** At the end of the program year, County may require remittance of all or part of any unspent and uncommitted program income balances (including investments thereof) held by the Grantee.
- i. **Insurance Requirements.** The County has established specific insurance and indemnification requirements for agreements/ contracts with non-profit agencies to assure that reasonable insurance coverage is maintained. These requirements are contained in Exhibit A attached hereto and incorporated by reference herein. All insurance requirements must be complied with prior to any reimbursement for any program.
- j. **Legal Actions Against Grantee.** If any legal action is filed against the Grantee, the Grantee shall immediately notify County staff.
- k. **Assignment of Contract.** It is agreed by and between the parties hereto that neither this Contract nor any part thereof may be assigned by the Grantee, and that in the event that the Grantee does so assign, the County Staff may, at their option, terminate this Contract and be relieved of further obligation to the Grantee.
- l. **Grounds for Reduction of Compensation or Termination of the Contract.** The County Staff reserves the right to terminate this Contract or to reduce the Contract compensation amount upon written notification to the Grantee that any one or more of the following has occurred:
 - (1) Failure of the Grantee to file monthly/quarterly/annual (whichever is required) reports by the 7th day of each month, or the 15th day after the end of the quarter or year (whichever is appropriate);
 - (2) Failure of the Grantee to meet any standards specified in this Contract;
 - (3) Expenditures under this Contract for ineligible activities, services, or items;
 - (4) Failure to comply with written notice from County Staff of substandard performance in scope of services under the terms of this Contract;

- q. **Amendment; Waiver.** This Contract shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. No additional grants, monetary increase amendments, or time extension amendments, will be approved unless all financial and performance reports are current. No waiver of any other provisions of this Contract shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver shall constitute a continuing waiver. Forbearance or failure to declare a default or pursue a remedy shall not constitute a waiver except as provided in this Contract.
- r. **Drafting Presumption.** The parties acknowledge that this Contract has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the County as the drafter of this Contract.

9. **JURISDICTION AND GOVERNING LAW**

It is understood and agreed by and between the parties hereto that this Contract shall be deemed and construed to be entered into and to be performed in the County of Washoe, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Contract and also govern the interpretation of this Contract. In the event that litigation ensues arising out of this Contract, it shall be filed in the Second Judicial District Court, Washoe County, Nevada

10. **OTHER PROVISIONS**

During the performance of this Contract, the Grantee must follow:

- a. **Equal Employment Opportunity.** The Grantee will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Grantee's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended).
- b. **Business and Employment Opportunities for Lower Income/ Minority Residents.** To the greatest extent feasible, the Grantee will provide opportunities for training and employment to lower income/minority residents of the program area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- c. **Non-discrimination.** Grantee will provide services to all persons without regard to race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability.